

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326336

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Dow Chemical Company		12/03/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Valfilm, LLC		
<b>Street Address:</b>	6945 Atlantic Avenue		
<b>City:</b>	Long Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90805		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1842205	INTEGRAL	
<b>Registration Number:</b>	1879218	TRENCHCOAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6144642634		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	614 462-5400		
<b>Email:</b>	trademarks@keglerbrown.com		
<b>Correspondent Name:</b>	Kegler Brown Hill & Ritter - SCB/P*F		
<b>Address Line 1:</b>	65 East State Street		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>ATTORNEY DOCKET NUMBER:</b>	109550.1TM		
<b>NAME OF SUBMITTER:</b>	Stephen C. Barsotti		
<b>SIGNATURE:</b>	/SCB/		
<b>DATE SIGNED:</b>	12/16/2014		
<b>Total Attachments: 4</b>			
source=DowValfilmTMAssgnmnt#page1.tif			
source=DowValfilmTMAssgnmnt#page2.tif			
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source=DowValfilmTMAssgnmnt#page4.tif			
<b>TRADEMARK</b>			

CH \$65.00 1842205

**APPENDIX E - Global Trademark Assignment****GLOBAL TRADEMARK ASSIGNMENT**

This GLOBAL TRADEMARK ASSIGNMENT (this "Assignment") is effective as of **December 3, 2014** (the "Effective Date") by and among **The Dow Chemical Company**, a Delaware corporation with its principal place of business at 2030 Dow Center, Midland, Michigan 48674, ("ASSIGNOR"), and **Valfilm, LLC**, an Ohio limited liability company with an address at 6945 Atlantic Avenue, Long Beach, California 90805 ("ASSIGNEE").

**BACKGROUND**

WHEREAS, ASSIGNOR and ASSIGNEE entered into an Intellectual Property Transfer and License Agreement dated as of December 3, 2014 ("IP License and Transfer Agreement"), pursuant to which ASSIGNOR is selling, assigning, transferring and conveying certain assets to ASSIGNEE (including, without limitation, all of ASSIGNOR's right, title and interest in and to the trademarks listed on the attached Schedule A (herein defined as "TRADEMARKS") and ASSIGNEE is purchasing such assets.

**TERMS**

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

Effective as of the Effective Date, and subject to the terms and conditions of the IP License and Transfer Agreement, ASSIGNOR hereby sells, assigns, transfers and conveys all right, title and interest in and to all TRADEMARKS together with the goodwill of the business which they represent symbolized by the TRADEMARKS, including all associated trademark rights and other indicia of origin, held by ASSIGNOR, together with all registrations and applications for registration of the TRADEMARKS, all claims, demands and rights to recovery that ASSIGNOR has or may have for past and future infringements, dilution or other violations of such TRADEMARKS, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

ASSIGNOR and ASSIGNEE shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be necessary or appropriate to effect the assignment transactions contemplated herein, including but not limited to execution of individual assignment documentation for filing with the authorities of each individual country. The responsibility to draft and file assignments with the national trademark offices of each country shall be on the ASSIGNEE and the ASSIGNEE shall bear the cost of filing such assignments.

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed as of this 3 day of December, 2014 to be effective as of the Effective Date.

THE DOW CHEMICAL COMPANY

By: *C. Joe Miller*

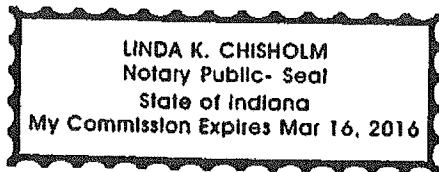
Name: C. Joe Miller

Title: Trademark & Copyright Counsel, Authorized Rep.

Signed in my presence this 3 day of December, 2014

*Linda K. Chisholm*

Notary Public



VALFILM, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_ to be effective as of the Effective Date.

THE DOW CHEMICAL COMPANY

By: \_\_\_\_\_

Name: C. Joe Miller

Title: Trademark & Copyright Counsel, Authorized Rep.

Signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public



VALFILM, LLC

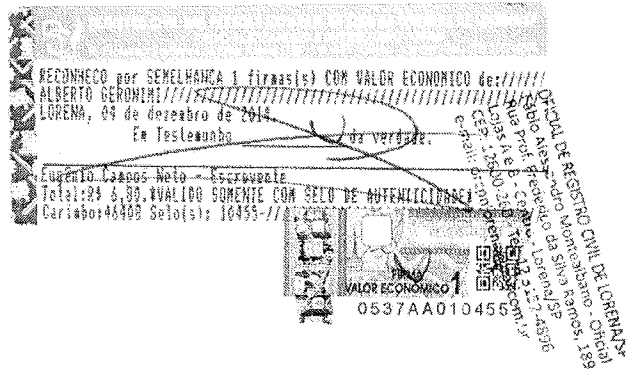
By: Alberto Geromini

Name: ALBERTO GERONIMI

Title: CEO

Signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public



**SCHEDULE A TO GLOBAL TRADEMARK ASSIGNMENT**

Trademark	Country	Registration Number
INTEGRAL	Australia	1278581
INTEGRAL	Australia	1278580
INTEGRAL	Benelux	0652872
INTEGRAL	Canada	TMA426655
INTEGRAL	Germany	39926514
INTEGRAL	Italy	0001257545
INTEGRAL	Mexico	440578
INTEGRAL	Mexico	436644
INTEGRAL	New Zealand	800714
INTEGRAL	Poland	R139785
INTEGRAL	Spain	2233926
INTEGRAL	United Kingdom	2196479
INTEGRAL	United States Of America	1842205
INTEGRAL & CH	Japan	3292420
TRENCHCOAT	Australia	450057
TRENCHCOAT	Canada	TMA340817
TRENCHCOAT	China	3785246
TRENCHCOAT	Spain	1158461
TRENCHCOAT	United Kingdom	1273803
TRENCHCOAT	South Korea	400660060
TRENCHCOAT	New Zealand	167088
TRENCHCOAT	United States of America	1879218
TRENCHCOAT	European Community	003924016